

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**UNITED STATES OF AMERICA**                      \*                      **CRIMINAL NO: 05-325**

**V. \* SECTION: “K”**

**JOSEPH ANTHONY IMPASTATO** \*

\* \* \*

## FACTUAL BASIS

Should the above captioned matter proceed to trial, the government would prove through the introduction of competent evidence, comprised of admissible tangible exhibits and witness testimony, the facts set forth hereinbelow. The defendant, **JOSEPH ANTHONY IMPASTATO** (**"IMPASTATO"**), represented through undersigned counsel, hereby agrees and stipulates that the facts set forth below constitute a sufficient factual basis for the crimes to which the defendant has agreed to plead guilty:

The defendant, **IMPASTATO**, between the years 2000 and 2006, was an elected councilman serving the Parish of St. Tammany, State of Louisiana. Councilman Impastato's district included the rural community of LaCombe, Louisiana as parts of Mandeville. On August 29, 2005, Hurricane Katrina made landfall in Louisiana and caused widespread devastation in St. Tammany Parish, including in LaCombe. Hurricane Katrina downed thousands of trees in St. Tammany resulting in

millions of cubic yards of wood debris that St. Tammany Parish had to clean up through its debris contractor, Omni-Pinnacle (hereafter “Omni”).

Within two weeks following Hurricane Katrina, defendant **IMPASTATO** obtained an Omni debris contract on behalf of Diane Mauberret and her son, Lee Mauberret, both residing in LaCombe, Louisiana, and constituents of defendant **IMPASTATO**. The Mauberrets, through their company Pontchartrain Chipping Yard, Inc., executed a contract with Omni to receive vegetative debris on property they owned in LaCombe at the rate of \$1.00 per cubic yard. Defendant **IMPASTATO** solicited from the Mauberrets a portion of the revenues they were to receive from Omni. However, the Mauberret family refused to pay defendant **IMPASTATO** any portion of their Omni contract revenues.

On November 15, 2005, Lee Mauberret, assisting in an investigation being conducted by Special Agents of the Federal Bureau of Investigation (FBI), met with defendant **IMPASTATO** who had promised to bring Mauberret a \$165,000.00 check due Mauberret’s company from Omni for debris that Omni had previously dumped on Mauberret’s property. This meeting between Lee Mauberret and defendant **IMPASTATO** was recorded on video-tape which the government would introduce into evidence at trial. Prior to this meeting, however, defendant **IMPASTATO** had directed Lee Mauberret to obtain two cashier’s checks in return for **IMPASTATO’S** production of the Omni check. Specifically, defendant **IMPASTATO** asked Mauberret to have a cashier’s check issued and ready for “Mr. F.,” a criminal defense attorney whom **IMPASTATO** had retained during preceding weeks. Defendant **IMPASTATO** had also directed Mr. Mauberret to issue another cashier’s check in the approximate amount of \$75,000.00 to the defendant’s co-conspirator, Joseph Mistich, who had briefly worked on the Mauberret property and billed Mauberret.

During the referenced meeting of November 15, 2005 between Mauberret and Councilman **IMPASTATO**, Mauberret handed the defendant the two cashier's checks that Mauberret had been directed to obtain: one cashier's check in the amount of \$10,000.00 payable to attorney "Mr. F." and a second cashier's check in the approximate amount of \$75,000.00 made payable to Mistich. In return for receiving these two cashier's checks, defendant **IMPASTATO** gave Mr. Mauberret a check for approximately \$165,000.00 from Omni for vegetative debris previously dumped on Mauberret's property. Defendant **IMPASTATO'S** monetary reward for having obtained the Omni contract for the Mauberrets together with the Omni check was to be a portion of the \$75,000.00 cashier's check issued by Mauberret to Mistich. Co-conspirator Mistich will testify that he and defendant **IMPASTATO** had discussed the eventual disbursement of monetary proceeds from this \$75,000.00 check. Mistich would further testify that a portion of this \$75,000.00 check would be returned by Mistich to defendant **IMPASTATO**. For purposes of calculating the value of this payment to **IMPASTATO** under Sections 2C1.2 and 2B1.1 of the U. S. Sentencing Guidelines, the government and the defendant, through undersigned counsel, hereby stipulate and agree that the value of defendant **IMPASTATO'S** gratuity was between \$10,000.00 and \$30,000.00.

Additionally, defendant **IMPASTATO** agrees and acknowledges that he intended to deliver the other cashier's check (in the amount of \$10,000.00) to criminal defense attorney "Mr. F.," who had created a false legal invoice in the amount of \$10,000.00 to legitimize the receipt of the \$10,000.00 cashier's check from Lee Mauberret. Mr. F.'s actual fee (for rendering a legal opinion to **IMPASTATO**) was \$7,500.00, and Mr. F. had agreed to return \$2,500.00 to defendant upon receipt of the \$10,000.00 cashier's check from Mauberret.

The government will prove that the Parish of St. Tammany was a local government that received tens of millions of dollars in federal financial assistance between November 16, 2005 and November 16, 2006. Accordingly, the benefits received by St. Tammany Parish from the federal government were in excess of \$10,000.00 during the one year period following Hurricane Katrina. Additionally, St. Tammany Parish paid Omni over one hundred million dollars for collecting vegetative debris in the wake of Hurricane Katrina. Pontchartrain Chipping Yard, Inc., the Mauberrets' company, received approximately \$200,000.00 in payment from Omni pursuant to their debris contract.

The government would further prove that in April, 2002, defendant **IMPASTATO** filed a 2001 U. S. Individual Income Tax Return via electronic medium (Form 8453), which was verified by a written declaration that said return was being made under penalties of perjury. This return was filed electronically with the Internal Revenue Service. The government will prove, however, that defendant **IMPASTATO** made false statements on this federal income tax return. Specifically, the government will prove that the defendant's tax return reported that he had received a total income of approximately \$34,000.00. However, this was false as during 2001 defendant **IMPASTATO'S** total taxable income amounted to approximately \$52,000.00, representing a difference of approximately \$18,000.00. Hence, the government will prove that during 2001 defendant **IMPASTATO** took cash receipts from his business in the amount of approximately \$18,000.00

which cash money defendant **IMPASTATO** willfully failed to report on his tax return, thus making a false statement to the IRS.

**READ AND ACCEPTED BY:**

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Joseph Impastato  
Defendant

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Peter Thomson  
Assistant United States Attorney

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Kyle Schonekas, Esq.  
Counsel for Defendant

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Carter K. D. Guice, Jr.  
Assistant United States Attorney

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Matthew Coman  
Assistant United States Attorney